

RB:CP/LXN  
F.#2009R01981

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

M11-1163

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UNITED STATES OF AMERICA

TO BE FILED UNDER SEAL

-against-

AFFIDAVIT IN SUPPORT OF  
ARREST WARRANT

WILLIAM F. BOYLAND, JR.,

(T. 18, U.S.C., §§  
666(a)(1)(B), 1951(a))

Defendant.

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EASTERN DISTRICT OF NEW YORK, SS:

RICHARD WILFLING, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation ("FBI"), duly appointed according to law and acting as such.

In or about and between August 2010 and August 2011, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant WILLIAM F. BOYLAND, JR., an agent of the New York State government, did corruptly solicit, demand, accept and agree to accept from a person things of value, to wit: payments of cash, money orders and checks, intending to be influenced and rewarded in connection with business, transactions and a series of transactions of such government, involving things of value of \$5,000 and more, while New York State was in receipt of, within a one-year period, benefits in excess of \$10,000 under Federal programs involving a

grant, contract, subsidy, loan, guarantee, insurance and other forms of Federal assistance.

(Title 18, United States Code, Section 666(a)(1)(B))

In or about and between August 2010 and August 2011, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant WILLIAM F. BOYLAND, JR., a member of the New York State Assembly, did knowingly and intentionally attempt to obstruct, delay and affect commerce, and the movement of articles and commodities in commerce, by extortion, in that the defendant obtained property and attempted to obtain property, to wit: payments of money from an individual, with the individual's consent, which consent was induced under color of official right, to wit: the official action and influence of BOYLAND as specific opportunities arose.

(Title 18, United States Code, Section 1951(a)).

The source of your deponent's information and the grounds for his belief are as follows:<sup>1/</sup>

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<sup>1</sup> Because the purpose of this affidavit is merely to set forth probable cause to arrest, I have not described all of the relevant facts and circumstances of which I am aware. In addition, where I rely on statements made by others, such statements are set forth in part and in substance unless otherwise indicated.

## I. Background and Qualifications

1. I have been a Special Agent with the FBI for approximately nine years. I am currently assigned to a Public Corruption squad which investigates violations of federal criminal laws, including bribery and various forms of white collar crime. In this position, I have conducted physical surveillance, interviewed witnesses, reviewed documents obtained through the service of subpoenas, and used other investigative techniques to secure relevant information for use in criminal prosecutions.

2. From August 2010 to the present, the FBI has conducted an investigation into the defendant WILLIAM F. BOYLAND, JR. and others (the "Investigation"). I am familiar with the facts and circumstances of the Investigation from my personal participation in it and from reviewing the reports of and speaking with other FBI Special Agents.

## II. Relevant Participants

3. From in or about and between March 2003 and November 2011, the defendant WILLIAM F. BOYLAND, JR. has served as a member of the New York State Assembly (the "Assembly") representing New York's 55th Assembly district, which includes the following neighborhoods in Brooklyn, New York: Ocean Hill, Brownsville, Bedford-Stuyvesant, Crown Heights and Bushwick.

4. A cooperating witness (the "CW"), who worked as a carnival promoter, participated in the Investigation by purporting to scout locations and set up carnivals in Brooklyn.

5. An undercover FBI Special Agent ("UC1") participated in the Investigation by posing as a family friend of the CW, who was aiding CW in his carnival business. UC1 also purported to be a businessman from Philadelphia, Pennsylvania engaged in the import-export business as well as an investor interested in real estate investment and other opportunities in Brooklyn.

6. Another undercover FBI Special Agent ("UC2") participated in the Investigation by posing as a business associate of UC1 and a real estate investor interested in opportunities in Brooklyn. UC2's business was purported to be based in Florida and UC2 purported to have business interests in multiple states.

### III. Overview

7. From in or about and between August 2010 and August 2011, the defendant WILLIAM F. BOYLAND, JR. solicited a stream of bribes totaling more than \$250,000 and accepted thousands of dollars in cash in exchange for BOYLAND's taking official actions on behalf of CW, UC1 and UC2 as opportunities arose.<sup>2/</sup>

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<sup>2</sup> Public records show that during that time, the New York State Assembly was a state government, and that New York received in excess of \$10,000 during the years 2010 and 2011 under Federal programs involving a grant, contract, subsidy, loan, guarantee, insurance and other forms of Federal assistance.

8. BOYLAND first solicited and accepted several thousand dollars from UC1 in exchange for BOYLAND's official action and influence in support of CW's carnival business. Specifically, BOYLAND represented that he and his staff engaged in discussions with governmental agencies to assist CW in obtaining leases and permits for his carnival business. At BOYLAND's direction, his staff also prepared letters of support from BOYLAND on behalf of CW and the carnivals CW purported to be promoting.

9. In addition, BOYLAND solicited and accepted several thousand dollars from UC1 and UC2 in exchange for BOYLAND's official action and influence as specific opportunities arose in support of UC1 and UC2's real estate development businesses. Specifically, BOYLAND (1) proposed several business opportunities to UC1 and UC2, (2) showed UC1 and UC2 various real estate locations, and (3) represented that he would provide official action and influence so that UC1 and UC2 could undertake and profit from the ventures.

10. In addition, BOYLAND solicited \$250,000 from both UC1 and UC2 in exchange for BOYLAND's official action and influence as specific opportunities arose in connection with the purchase and development of a former hospital in BOYLAND's district ("Hospital A"). Specifically, BOYLAND proposed a scheme which called for UC1 and UC2 to purchase for \$8 million Hospital

A and resell the property to one of BOYLAND's non-profit organizations ("Non-Profit A") for \$15 million. In exchange for the \$250,000, BOYLAND promised that he would, among other things, take official action and use his influence to secure state grant money to allow UC1 and UC2 to renovate Hospital A before they sold it to Non-Profit A.

#### IV. Carnival Business Scheme

##### A. Background

11. Traveling carnival businesses that wish to operate carnivals in New York City must obtain permissions and/or permits from various local government agencies. For example, to hold a carnival in New York City, the Department of Consumer Affairs ("DCA") must issue a "Temporary Use Device License" in order for a carnival to operate rides. Depending on when the application is filed, DCA requires letters of support from the local community board and elected officials who represent the district within which the carnival is to be held.

12. In addition, the New York City Department of Buildings must also inspect and approve a carnival before it can begin operating. Furthermore, carnival operators in New York City frequently seek to have community-based non-profit organizations sponsor their shows.

B. Boyland Solicits Money In Exchange for Letters of Support

13. As part of an investigation into political corruption in the carnival business, the FBI sought to introduce CW to John Doe #1, an elected official who had been identified as someone who had solicited a bribe from a carnival operator in the past. CW had known BOYLAND for years and believed that BOYLAND had a relationship with John Doe #1.

14. On August 16, 2010, at the agents' direction, CW recorded a telephone conversation with BOYLAND<sup>3/</sup> in which CW told BOYLAND that he was having trouble securing a meeting with John Doe #1 about obtaining John Doe #1's support for CW's carnivals. During the conversation, CW stated, "I'm sure [John Doe #1's] got an organization in the community that could use a five or ten thousand dollar donation."<sup>4/</sup> In response, BOYLAND stated, "I know. I know I do."

15. Shortly after this conversation took place, on or about August 20, 2011, CW told BOYLAND during a telephone call that he had an associate, UC1, who was going to be working together with CW in his carnival business. CW told BOYLAND that

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<sup>3</sup> CW, UC1 or UC2 recorded all meetings and telephone calls and preserved all text messages involving BOYLAND and members of BOYLAND's staff discussed herein.

<sup>4</sup> All of the excerpts of the consensually-recorded conversations contained herein are in draft form.

he wanted to introduce BOYLAND to UC1 and BOYLAND agreed to a meeting.

16. On or about August 26, 2010, CW and UC1 met BOYLAND at his district office in Brooklyn. CW explained that UC1 had advised him to secure locations for carnivals first and then approach the carnival operators to bid on the locations. BOYLAND asked, "How do we do business?" BOYLAND ultimately agreed to assist CW and UC1 in securing locations for CW's carnivals. CW then asked BOYLAND whether he had an "organization" and Boyland said that he did. During the meeting, UC1 also told BOYLAND that he had real estate holdings in Philadelphia and was involved with the "import-export" business.

17. On or about October 8, 2010, BOYLAND met with CW and UC1 at a restaurant in Brooklyn. CW and UC1 expressed their interest in securing multiple locations in Brooklyn for carnivals, and BOYLAND indicated that he was interested in helping them do so. As part of that discussion, BOYLAND stated that he had the New York City Department of Housing Preservation



and Development ("HPD") "locked up," and that "we got HPD . . . we're there."<sup>5/</sup>

18. UC1 then asked whether he and CW could support BOYLAND through his non-profit organizations. BOYLAND stated that he had a "few of them in line" and informed UC1 and CW that the non-profits could act as "conduits" in connection with CW's carnival business.

19. BOYLAND and UC1 also discussed other ways to "compensate" BOYLAND for his assistance. BOYLAND suggested "a consultancy, a consulting firm," explaining that it would involve people he had worked with in the past.<sup>6/</sup>

20. BOYLAND also advised CW and UC1 that he was in a "money raising mode" and invited them to a fundraiser that he was having later that month.

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<sup>5</sup> Based on my training and experience, as well as my debriefing of CW and UC1 and my understanding of the investigation, I believe that BOYLAND was telling CW and UC1 about his connections to HPD because BOYLAND believed that those connections would be beneficial in securing locations for CW's carnivals. HPD's mandate is to develop and preserve affordable housing and in doing so, HPD works with private, public and community partners.

<sup>6</sup> Based on my training and experience, as well as my debriefing of CW and UC1 and my understanding of the investigation, I believe that during this exchange, BOYLAND expressed that he could accept payments from UC1 disguised as consultancy fees.

21. On or about October 18, 2010, a staffer in BOYLAND's office ("Staffer #1") emailed to UC1 an invitation for an October 28, 2010 BOYLAND fundraiser.

22. On or about October 19, 2010, BOYLAND forwarded an email to UC1, copying Staffer #1, which contained an attachment for a lease application for property owned by the City of New York. In the body of the email, BOYLAND wrote, "[UC1], here's the permit info, fill out as quickly as possible."<sup>7/</sup> BOYLAND also stated that he hoped to see UC1 at the fundraiser.

23. On or about October 28, 2010, UC1 attended the BOYLAND fundraiser and gave \$3,800 in the form of money orders to "William F. Boyland 2010," BOYLAND's campaign fund.<sup>8/</sup> I have reviewed bank records associated with "William F. Boyland 2010" and the money orders UC1 gave were deposited into this account.

24. On or about October 29, 2010, BOYLAND spoke on the telephone with UC1. During their conversation, BOYLAND thanked UC1 for attending the fundraiser, and the two agreed to meet for dinner the following week.

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<sup>7</sup> A review of the email indicates that BOYLAND had been forwarded the email by a staffer in BOYLAND's office ("Staffer #2"), and that the lease application originally had been sent to Staffer #2 from an assistant commissioner at a New York City agency ("Assistant Commissioner"). The Assistant Commissioner noted that the "lease application package" was being sent "in preparation for the carnival event."

<sup>8</sup> Under New York State campaign finance laws, the New York State Assembly campaign contribution limit for an individual donation is \$3,800.

25. On or about November 3, 2010, BOYLAND, UC1 and CW met at a restaurant in Brooklyn. BOYLAND advised that he had met with a deputy commissioner of the Parks Department about CW's carnival business. BOYLAND stated that as a result the deputy commissioner had arranged for a meeting with the new Parks Commissioner in Brooklyn. BOYLAND stated, "We pretty much have a green light here guys . . . we can pretty much do what we need to do here." UC1, CW and BOYLAND then discussed paperwork needed for the carnivals, including letters of support from BOYLAND on behalf of CW. Finally, the men discussed which of BOYLAND's non-profits would sponsor CW's carnivals. BOYLAND suggested a particular non-profit organization ("Non-Profit B"), and stated, "it's something we can make happen right away. As a matter of fact, I was with the executive director about 10 minutes before I came to see you, so we're good."

26. On or about November 10, 2010, BOYLAND spoke on the telephone with UC1. UC1 reminded BOYLAND that UC1 was working with CW on the carnivals as a favor, but that it was not his primary business. He told BOYLAND that he had a business partner ("UC2"), and that they had some business ideas that they wanted to discuss with BOYLAND. BOYLAND expressed interest in meeting UC2.

27. On or about January 17, 2011, BOYLAND spoke on the telephone with UC1 and asked him for money. BOYLAND stated that

he was about a "thousand dollars short" for a "gospel thing" that he was helping to organize in honor of Martin Luther King, Jr. Day. UC1 agreed to give BOYLAND the "thousand," and asked for a meeting with BOYLAND the following Friday. BOYLAND agreed and the two men arranged to meet for dinner.

28. On or about January 28, 2011, BOYLAND met UC1 at a restaurant in Manhattan. They discussed the progress made on CW's carnivals. In addition, UC1 told BOYLAND that BOYLAND's connections to HPD were important to him and UC2, and that they wanted to discuss real estate development opportunities in BOYLAND's district. BOYLAND reiterated his interest in meeting UC2. When UC1 later asked whether BOYLAND would be holding "any fundraisers anytime soon," the following exchange ensued:

BOYLAND: Next month.

UC1: Next month? Maybe I'll bring my . . . buddy in, who's a real estate kinda scout [referring to UC2].

BOYLAND: Please. I'd love to sit down with [UC2] . . . I could sit with [UC2] about the opportunities of working something out.

29. During this same meeting, BOYLAND described a real estate development project that he thought would interest UC1 and UC2. BOYLAND pointed out that government funds would provide the financing for the project: "We are gonna close, in terms of the city, with the financing of [the project]. You know, you guys can build it. You don't have to take any money out here. You

are just making money. You're just building it out." At the end of the meeting, BOYLAND brought up the "gospel thing," referring to the prior request for \$1,000, and asked whether he could have a staffer in his office contact UC1 because they were about a "grand short."

30. Shortly thereafter, Staffer #1 contacted UC1 about BOYLAND's request. Following a series of telephone calls with Staffer #1, UC1 agreed to bring checks to BOYLAND's district office on or about February 17, 2011. On or about that date, upon entering BOYLAND's office, UC1 was approached by Staffer #2 who told UC1 about the progress of CW's carnivals. UC1 told Staffer #2 that UC1 was there to meet with BOYLAND and they engaged in the following discussion about the money BOYLAND had requested from UC1:

Staffer #2: You gonna give him the checks or what?

UC1: Yeah, yeah, I can. I got one [blank] check, just one check. [Staffer #1] said two but I got one. I can do one or cash or whatever you need.

Staffer #2: One is for 500 and one is for 2,500, right? Or are you gonna make it 3,000?

UC1: I can do either one 'cause I only have one check in my pocket.

Staffer #2: So give me 500 cash.

UC1: 500 cash? Okay.

Staffer #2: Alright?

UC1: Is that what you want to do?

Staffer #2: The 2500 is for him right?

UC1: Yeah.

Staffer #2: For the campaign right?

UC1: Right, right, right.

Staffer #2: Alright do it like that.

UC1: Okay. Alright.

Staffer #2: He told me to get it, but if you're going to give it to him.

UC1: No, I can give it to him, either way, it doesn't matter one way or the other. We got to talk over a couple issues. I'll only need like 15 or 20 minutes.

31. Following this discussion, UC1 did not give Staffer #2 a check or cash. A short while later, a different associate of BOYLAND's ("John Doe #2" or "JD#2") approached UC1 and asked UC1 to step outside to "take care of this," which UC1 understood to mean to collect the money. An excerpt of their conversation follows:

UC1: . . . what does he want?

JD#2: How far can you go?

UC1: Well, he said the total they need is 3,000. Is that what they need? I can do that.

JD#2: Alright. Write it in.

32. At that point, UC1 wrote a check for \$3,000, but left the payee line blank. UC1 gave the check to John Doe #2 and stated, ". . . however he has to make it out. You can make it

out to whoever. Here you go." John Doe #2 accepted the check, and he and UC1 went back inside BOYLAND's office. John Doe #2 gave the check to Staffer #2.

33. UC1 then met with BOYLAND. UC1 reminded BOYLAND that he and CW wanted the letters of support from BOYLAND to help them with the carnivals. BOYLAND responded, "Let's do it, let's do it . . . ."

34. UC1 also informed BOYLAND that UC1 had brought with him cash and a check, but that UC1 did not want the check to be applied against the New York State campaign contribution limit of \$3,800. BOYLAND replied, "Got it, got it, got it. Makes sense."

35. Shortly thereafter, UC1 and Staffer #2 went to the bank with the \$3,000 check. They then returned to BOYLAND's office where UC1 gave Staffer #2 \$600 in cash.

36. I have reviewed bank records associated with "William F. Boyland 2010." The check UC1 wrote for \$3,000 was ultimately made payable to "William Boyland 2010" and deposited into this account.<sup>9/</sup>

37. On or about March 8, 2011, CW went to BOYLAND's district office and picked up five letters written on BOYLAND's official letterhead which expressed BOYLAND's support for CW and

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<sup>9</sup> According to my review of the campaign financial disclosures filed with the New York State Board of Elections, BOYLAND last filed a disclosure report in July 2010. As such, BOYLAND's campaign has yet to make disclosures concerning either this payment or the October 28, 2010 payment.

the carnivals that CW purported to be promoting. Two of the letters were addressed to the Commissioner of the Department of Consumer Affairs. One of the letters was addressed to a carnival business located in the State of New Jersey. After CW collected the letters, UC1 sent BOYLAND a text message to thank him for them.

V. BOYLAND Solicits Money for Official Action and  
Influence With Respect to UC1 and UC2's Real Estate  
Development Business

38. On or about March 10, 2011, BOYLAND was charged with bribery in the Southern District of New York.

39. On or about March 11, 2011, UC1 and UC2 met BOYLAND at a restaurant in Manhattan. BOYLAND proposed various real estate development projects in his district that he thought might interest UC1 and UC2, and highlighted one in particular. He informed UC1 and UC2 that "state money" was available to finance that project.

40. Starting on or about March 18, 2011, BOYLAND placed telephone calls and sent text messages to UC1 requesting a meeting. For example, on or about that date, BOYLAND sent a text message to UC1 stating, "Need a meeting my friend let me know what can happen soon."

41. On or about March 19, 2011, BOYLAND and UC1 discussed over the telephone scheduling a meeting. During the



call, UC1 asked BOYLAND whether UC2 should come to the meeting. BOYLAND responded that he only wanted to see UC1.

42. On or about March 22, 2011, Staffer #1 spoke with UC1 on the telephone and told him that the reason BOYLAND had been calling UC1 was to ask for \$7,000 in cash to pay for legal fees.

43. On or about March 23, 2011, BOYLAND told UC1 in a telephone call that BOYLAND needed money to "solidify some attorneys" and confirmed that UC1 had already talked to Staffer #1 about BOYLAND's request. BOYLAND said that he was willing to travel to Philadelphia to pick up the money from UC1 and that he wanted the money in cash. Ultimately, UC1 agreed to travel from Philadelphia to Brooklyn to meet with BOYLAND.

44. On or about March 25, 2011, UC1 met with BOYLAND at his district office in Brooklyn. UC1 and BOYLAND discussed the real estate development projects in BOYLAND's district that BOYLAND previously discussed with UC1 and UC2 on or about March 11, 2011. BOYLAND agreed to show UC1 and UC2 potential locations for those projects. UC1 informed BOYLAND that the money that UC1 was giving BOYLAND was coming from both UC1 and UC2. BOYLAND responded, "We'll do business."

45. UC1 then stated that UC1 and UC2 wanted state grant monies to help finance the development projects in BOYLAND's district. BOYLAND assured UC1 that the money was there and

stated that BOYLAND's support was a "no brainer" because the projects are "right here at home."

46. At the end of the meeting, UC1 gave BOYLAND \$7,000 in cash and stated, "Knowing that if you think you want to bring someone else onboard or knowing that you'll be there politically for us is all that we're looking for."<sup>10/</sup> In response, BOYLAND made a "thumbs up" sign and affirmed that "the political thing will be fine in terms of just where we need to go because I'm thinking environmental and I'm thinking the two houses of the state and city. You know, the relationships are there."

47. On or about April 1, 2011, BOYLAND met with UC1 and UC2 and showed them different properties within BOYLAND's district. Some of the properties were designated as "Brownfields" sites.<sup>11/</sup> BOYLAND assured UC1 and UC2 that certain zoning changes requested by UC1 and UC2 in connection with

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<sup>10</sup> Based on my training and experience, as well as my debriefing of UC1 and my understanding of the investigation, I believe that UC1 was making clear to BOYLAND that UC1 and UC2 were giving him the \$7,000 in exchange for BOYLAND's political influence on their behalf in the future as opportunities arose, including introducing them to other public officials who could help UC1 and UC2 in their business ventures.

<sup>11</sup> The United States Environmental Protection Agency ("EPA") describes "Brownfields" as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." As part of its "Brownfields Program," the EPA has set up a variety of grants which financially support revitalization efforts by funding environmental assessment, cleanup and job training activities.

developing the Brownfields sites were "not a problem." He emphasized that all the properties he was showing UC1 and UC2 were in BOYLAND's district, which "we have control over." BOYLAND later reiterated this point: "Everything we've seen I'm in control of. You know, I'm the politician. I'm the guy who can make that move over on this end, so we know the folks that can pull the sort of triggers we're looking for."

48. BOYLAND also stated that he could introduce UC1 and UC2 to other government or elected officials who would be involved in these projects: "A lot of folks want to meet, you know, a commissioner or deputy mayor who's involved in stuff like that and I'm willing to do that as well. You know, because we want, you know, whoever to come back to the table to do business again, of course. . . . I'll start to put it together." BOYLAND described himself as being "in the business of trying to put that home run together before we get out."

VI. BOYLAND Solicits \$250,000 for Official Action and Influence In Connection With a Hospital Buy-Back Scheme

49. On or about April 29, 2011, BOYLAND met with UC1 and UC2 in a hotel suite in Atlantic City, New Jersey. BOYLAND informed UC1 and UC2 that he had met with New York City officials about some of the properties that he had shown them. BOYLAND stated, "They are very excited about the possibility of putting this whole thing together. . . . [names multiple New York City agencies] and all the elected officials who you pretty much had

to get the ok to do this and I have good relationships with everybody already."

50. BOYLAND then proposed a plan for UC1 and UC2 to purchase Hospital A for \$8 million, which his non-profit organization, Non-Profit A, would subsequently buy-back from UC1 and UC2. An excerpt of the conversation follows:

BOYLAND: . . . I've been working on that hospital deal for a little under a year now and they went from 7 to 21 million on the property. . . . It's in receivership right now by the bank. . . . I have the tenants already in line. . . . You guys buy the property at 8 . . . from the bank, by the way, not the owner. The bank wants 8 for it. . . . So you mention your guys are ready to move, this is a quick deal . . . something that you can buy. . . . We'll go ahead and do the bonding. We'll go do bonds. We'll float bonds back to the not-for-profit and they buy it back from you guys. You know what I mean?

UC2: Well, now let's talk about the not-for-profit for a second. Do you have one in mind?

BOYLAND: This is my not-for-profit. I started it.

UC2: Alright so--

BOYLAND: Everything's at home here (laughs).

UC2: Lay this out for me. Talk to me like I'm in kindergarten. 'Cause I wanna understand.

BOYLAND: Sure, sure.

UC2: How do you wanna do the part that comes back to your not-for-profit?

BOYLAND: They'll buy it from you. They'll buy it from you. What, what'll happen is, 'cause you told me that's how you guys operate . . . . You go ahead and buy the property and then

sell it back to the local groups . . . to do the business.

UC2: So you, you want your not-for-profit to be the local buy-back?

BOYLAND: They'll be the buy-back. . . . That's simple. Everybody's at home. You'll meet everybody. . . .

UC2: That's good stuff.

BOYLAND: It's all there.

51. BOYLAND indicated that Non-Profit A would pay the UCs \$15 million for Hospital A. An excerpt of the conversation follows:

UC2: How much do you think we can sell this hospital property back to the not-for-profit for?

BOYLAND: You put in 8, you can probably get 15. That's a good profit on that and it's a quick turnaround too. It's a very quick turnaround too . . . especially with the bonds . . . . And, if I bring somebody in that's related to you . . . that's holding the bonds, come on. How else does it work? You make your money back double down there. . . . I got a bond guy . . . that's at home that can take us, not only take the political aspirations further, but he's a money guy. . . .

52. UC2 and BOYLAND then discussed finding a way to pay BOYLAND for bringing this opportunity to UC1 and UC2. An excerpt of the conversation follows:

UC2: Now let me ask you this, and again . . . this is why we got a private room--

BOYLAND: Ask the question. Ask the question.

UC2: --I want to get this out.

BOYLAND: --Ask the question.

UC2: When you take for the not-for-profit, that's yours. You control this place right?

BOYLAND: Right, uh-huh.

UC2: So what if we put one of my people on . . . at your place . . . you pay them . . . but you don't really pay them. . . . That comes back to you.

BOYLAND: I got it.

UC2: This is the easiest way . . . for you to make what, your end of this.

BOYLAND: Right. Right.

UC2: Does that work out?

BOYLAND: Like crystal clear.

UC2: I can get you a name and a social security number to put on as an employee who never shows up.

BOYLAND: We'll do it. We'll do it.

UC2: And then whatever it is you need from this that'll be the salary -- of that person and if that's not enough we'll find a second puppet employee, whatever . . .

BOYLAND: . . . We'll make it happen. We'll make it happen.

53. During the meeting, BOYLAND gave UC1 and UC2 a copy of Non-Profit A's proposal called, "Non-Profit A White Paper" (the "White Paper"). I have reviewed the White Paper and it describes a development plan for Hospital A and lists BOYLAND in his capacity as a "NYS Assemblyman" as a member of the "Project

Team." In addition, the White Paper contains a proposed budget for the purchase of Hospital A's real estate at \$18 million.

54. BOYLAND stated that the only "problem" with the deal was that UC1 and UC2 would have to remediate the property -- or in BOYLAND's words, "green it" -- but BOYLAND assured UC1 and UC2 that he could provide them with state grant money to fund any necessary remediation:

UC2: Can you facilitate that grant?

BOYLAND: Yes. I can do it all.

55. UC2 advised that one of UC2's investors had a demolition business. BOYLAND agreed that the investor could be awarded with any demolition contracts related to the project.

56. During the meeting, BOYLAND solicited \$250,000. An excerpt of the conversation follows:

UC1: You tell me and don't be bashful. What do you need now? Most of all because I want to make sure you have the stamina to keep going with all this stuff, too, along the way.

BOYLAND: I have legal fees for this legal thing that I have . . . I have to hire a good attorney.

UC2: Have you not gotten a good one yet?

BOYLAND: I have a good attorney I just can't pay him (laughs) . . . For me to be talking the kind of you know . . . expansive kinda vision that I have for this project and myself, I not only have to be clear of this project I have . . . I have to . . . get clear of these . . . charges but I have to sort of come back in a bigger sense. . . . That, that's what has to happen. . . . You know?

I mean . . . in the long term I think you know everybody wins with that.

UC2: Right.

UC1: Yeah. Well for hooking this thing up with it, what, what'll get you over the next kinda legal payment you have to make to keep them moving forward on your team?

BOYLAND: Two fifty.

UC2: Two hundred and fifty?

BOYLAND: Yeah.

57. During the meeting, BOYLAND demonstrated his awareness that what he was proposing to UC1 and UC2 was illegal by stating that he needed to conceal his involvement. BOYLAND stated, "I got a middle guy by the way . . . I gotta stay clean . . . I gotta bag man . . ." BOYLAND also showed his awareness of the criminal nature of their plan by explaining to UC1 and UC2 that he did not want to talk on the telephone about these activities and that he preferred in-person meetings. He stated, "I stopped talking on the phone awhile ago . . . I'm just saying there is no real conversation that you can have that, you know, especially with what we're talking about. You can't do that."

58. UC2 told BOYLAND that in order for he and UC1 to pay him \$250,000, they would want BOYLAND to introduce them to other public officials involved in the Hospital A development project so that they knew that there were "other people on this team." BOYLAND stated that he understood UC2's interest in making "sure



that this thing is solid" but that his relationships and influence were enough to ensure that other public officials would support and assist in the project. BOYLAND offered as an example that "zoning won't be an issue" because BOYLAND had "tons of friends" and knew "everybody on the Board" of a New York City agency that handles zoning issues.

59. UC2 indicated that he wanted to give bribes to BOYLAND's "friends" as well: "I'd like to take a guy like that, at your control, bringing that guy to someplace and I'd like to say, you know, 'Boom, this is for you.'" UC2 reassured BOYLAND that it would be "nothing too intense" but that paying the bribe "gives me some insurance." In response, BOYLAND explained to UC1 and UC2 that he wanted to hide their true role in connection with the purchase and development of Hospital A: "I wanna make sure that you stay behind the scenes. . . . They'll probably see you but they won't know who you are. . . . New York is a little different from Philly and Jersey and Florida . . . ." BOYLAND reiterated that his influence and connections were enough: "I will fulfill that for you. . . . If it's a meeting that needs to happen, we'll do that. If it's, you know, an assurance from somebody that needs to happen, we'll do that as well."

60. BOYLAND also brought up the "bag man" concept again: "[T]his is why I mentioned earlier about a . . . development person and/or a bag man or somebody who can have these meetings."

BOYLAND indicated that based on his past experience, not doing so was a "bad move": "I think it's important for that matter because . . . just personally it's a bad move that I've done before and I don't want it to happen again." BOYLAND explained that "you want to be able to have, to push those buttons and, you know, have . . . whoever the person is to come back and say, 'Okay, we need to move this guy and he needs 'X' amount to make this happen.'"

61. On or about May 27, 2011, BOYLAND, Staffer #1 and an individual whom BOYLAND described as a "developer" met with UC2 and took him on a site tour of Hospital A.

62. On or about June 7, 2011, BOYLAND met with UC1 and UC2 in a hotel room in Manhattan, where they discussed the project that BOYLAND had previously proposed on April 29, 2011. BOYLAND and UC2 then engaged in the following exchange:

UC2: You tell me. What do you need as a, as a whatever you wanna call it, a finder's fee, compensation for it, whatever. I'm willing to pay you for what you do. This is work. This is not like, I know this shit isn't free and I never expect it to be free.

BOYLAND: . . . We talked about this when we were in Atlantic City. . . . Right now my biggest lift is the legal fees.

UC2: I know. Well that's a lot of money for not having done anything yet. I'm not gonna give you 250,000 dollars for that.

BOYLAND: . . . I got you. But that's what I need help with right now.

63. UC2 instead offered to pay BOYLAND \$5,000 for introductions to other people who would be involved in the project. BOYLAND rejected the suggestion, stating that the people whom he could introduce to UC1 and UC2 were worth more than \$5,000. An excerpt of the conversation follows:

UC2:           So why don't we do this? Why don't you do this in installments? You bring in people, you bring 'em in. Okay? And I don't know if this is possible but, whoever you bring in that will take something that I consider to establish a relationship with that other person, like I have with you. . . . Then you tell me, what helps you now? \$5,000 a person?

\* \* \*

BOYLAND:       I'm not talking about \$5,000 folks. I'm talking about . . . people that can actually get these projects done and that's where we started off with. We started off, we didn't start off with, we can go with somebody who knows someone. We not talking about those folks . . . . We talking about the man.

64. BOYLAND then explained that he had been effective in getting projects like this done in the past. An excerpt of the conversation follows:

UC2:           If you do, listen Will, I don't want to force you into doing something you can't or don't want to do though. If you can't, just say no I can't. Or I don't want to. That's fine.

BOYLAND:       Well it is, it's not a question about can't 'cause I wouldn't be sitting here if I can't--

UC2: Or don't want to though. Know what I mean?  
I don't want to pressure you.

BOYLAND: You're not pressuring me at all. . . .  
Again it's not a, it's not a can't issue  
'cause we've done it before. . . . You know,  
I told you that . . . we've been in  
situations where we brought people to the  
table. To, to get whatever projects done in  
this, the sharks were never a question. You  
know, 'cause we've done million dollar  
pro--millions of dollars worth of  
work . . . .

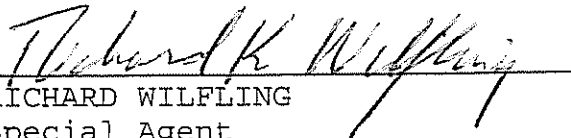
65. Shortly after the meeting, on or about June 7, 2011, BOYLAND sent UC1 a text message stating that he would call UC1 in the morning, but BOYLAND did not call. On or about June 28, 2011, Staffer #1 told UC1 on a telephone call that BOYLAND had been questioned about "his role with the hospital" by law enforcement authorities, and explained that this was the reason why BOYLAND himself had not contacted UC1.

#### VII. Conclusion


WHEREFORE, it is respectfully requested that a warrant be issued for the arrest of the defendant WILLIAM F. BOYLAND, JR. so that he may be dealt with according to law.

It is further requested that this Court issue an Order sealing, until further order of this Court, the Affidavit and the Arrest Warrant. Sealing is necessary because premature disclosure of the contents of this Affidavit and Arrest Warrant could result in the flight of targets and subjects of this

investigation, and the destruction of evidence and tampering with witnesses.

  
\_\_\_\_\_  
RICHARD WILFLING  
Special Agent  
Federal Bureau of Investigation

Sworn to before me this  
28th day of November, 2011

  
\_\_\_\_\_  
Honorable James Orenstein  
United States Magistrate Judge  
Eastern District of New York